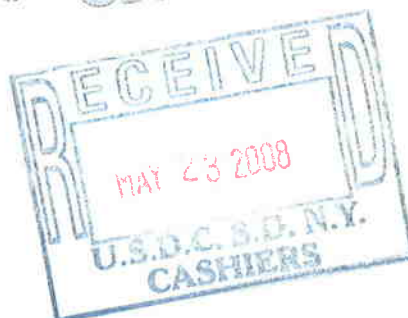


08 CIV 4847

KENNEDY LILLIS SCHMIDT & ENGLISH
Thomas G. Grasso (TG3737)
75 Maiden Lane, Suite 402
New York, New York 10038-4816
Telephone: 212-430-0800
Telecopier: 212-430-0810
Attorneys for Plaintiff



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMERICAN HOME ASSURANCE COMPANY,

Plaintiff,

- v. -

M/V FEI HE, her engines, tackle,
apparel, etc., in rem, and HANJIN
SHIPPING CO., LTD. and COSCO
Container Lines Co., Ltd., in
personam,

Defendants.

Civ. ()

COMPLAINT

Plaintiff, American Home Assurance Company, by their attorneys, Kennedy Lillis Schmidt & English, allege upon information and belief, as follows:

FIRST: All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

SECOND: At and during all the times hereinafter mentioned plaintiff had and now has the legal status and

principal office and place of business stated in Schedules A, hereto annexed and by this reference made a part hereof.

THIRD: At and during all the time hereinafter mentioned defendants had and now have the legal status and offices and places of business stated in Schedules A, and were and now are engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessels above named as common carriers of merchandise by water for hire.

FOURTH: At and during all the times hereinafter mentioned, the said vessel was and now is a general ship employed in the common carriage of merchandise by water for hire, and now is or will be during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

FIFTH: On or about the date and at the port of shipment stated in Schedules A. there was shipped by the shippers therein named and delivered to defendants and the said vessel, as common carriers, the shipments described in Schedule A then being in good order and condition, and defendants and the said vessel then and there accepted said shipments so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipments to the ports of destination stated in Schedule A, and there deliver the same in like good order and

condition as when shipped, delivered to and received by them, to the consignees in Schedule A.

SIXTH: Thereafter, the said vessel arrived at the port of destination, where it and defendants failed to make delivery of the shipments described in Schedule A, all in violation of defendants' and the said vessel's obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: Plaintiff are the subrogated underwriters of the shipper, consignee or owner of the shipments described in Schedule A and bring this action on their own behalf and as agents or trustees on behalf of and for the interest of all parties who may be or become interested in the said shipments, as their respective interests may ultimately appear, and plaintiffs are entitled to maintain this action.

EIGHTH: By reason of the premises, plaintiff have sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$31,246.48.

WHEREFORE, plaintiff pray:

1. That process in due form of law issue against defendants citing them to appear and answer all and singular the matters aforesaid;

2. That if defendants cannot be found within this District, then all their property within this District as shall

be described in Schedule A, be attached in the sum of \$31,246.48, with interest thereon and costs, the sum sued for in this complaint;

3. That judgment be entered in favor of plaintiff against defendants for the amount of plaintiff's damages, together with interest and costs and the disbursements of this action;

4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, issue against said vessel, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court pronounce judgment in favor of plaintiffs for their damages as aforesaid, with interest, costs and disbursements, and that the said vessel may be condemned and sold to pay therefor; and

5. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
May 23, 2008

KENNEDY LILLIS SCHMIDT & ENGLISH
Attorneys for Plaintiff

By: 

Thomas M. Grasso (TG3737)
75 Maiden Lane, Suite 402
New York, New York 10038-4816
Telephone: 212-430-0800

5155SCHEDULEA/5155KLSESERVER

SCHEDULE A

PLAINTIFF'S LEGAL STATUS

Plaintiff, American Home Assurance Company, a corporation or other business entity organized and existing under, and by virtue of, the laws of one of the states of the United States with an office for the transaction of business at AI Marine Adjusters, INC., 175 Water Street, 15th Floor, New York, New York 10038.

DEFENDANT'S LEGAL STATUS

Defendant, Hanjin Shipping Co., Ltd., ("Hanjin") is a corporation or other business entity organized and existing under, and by virtue of, the laws of the Republic of Korea, with an office for the transaction of business at Hanjin Shipping Co, Ltd., 80 Route 4 East, Suite 490, Paramus, New Jersey 07652.

DEFENDANT'S LEGAL STATUS

Defendant, COSCO Container Lines Co., Ltd., ("COSCON") is a corporation or other business entity organized and existing under, and by virtue of, the laws of China, with an office for the transaction of business at 100 Lighting Way, Secaucus, New Jersey 07094.

DEFENDANT'S LEGAL STATUS

Defendant M/V FEI HE was the carrying vessel of the cargo set forth in, and pursuant to, a contract of carriage as described below; at all relevant times, the said vessel was and is owned by COSCON.

PARTICULARS OF CLAIM

Vessel: M/V FEI HE

Voyage: 0118E

Place of Acceptance: NEW YORK, NY

Port of Loading: BEIJIAO, GUANGDONG

Port of Discharge: NEW YORK, NY

Place of Delivery: NEW YORK, NY

Bill of Lading: HJSCBEJA00005802

Container Numbers: TCNU9838622 and HJCU1218290

Issue Date of Bill of Lading: MAY 26, 2006

Shipper: GD MIDEA AIR-CONDITIONING EQUIPMENT CO., LTD.

Consignee: ELECTROLUX HOME PRODUCTS

Notify Party: MENLO WORLDWIDE

Cargo: WINDOW AIR CONDITIONERS

Nature of Loss: SALT WATER DAMAGE

Amount of Loss: \$31,246.48

Kennedy Lillis Schmidt & English Reference: 5155